

NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND  
National Geographic Partners LLC  
FOR ARTEMIS STORY PROJECT

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") and

National Geographic Partners LLC,  
located at 1145 17<sup>th</sup> St. NW, Washington, DC 20002  
(hereinafter referred to as "Partner" or "Partners"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Agreement (hereinafter referred to as the "Agreement") shall be for the purpose of enabling collaboration between NASA and Partner to support Partner in its development of original content using publicly available NASA media and information ("NASA Materials"), and as further described in the attached Schedule A (the "Project").

In connection with the Project, Partner will provide to NASA the hardware, software and equipment ("Project Hardware") described in Schedule B, which NASA will endeavor to incorporate into the Orion spacecraft, or other Artemis-related NASA equipment/facilities ("Artemis Equipment") as described in Schedule C. Imagery, video, audio, data or other recordings obtained from the Project Hardware while attached to the Artemis Equipment will be referred to herein as "Project Materials." Videos, programs or other content developed by Partner using the NASA Materials and/or Project Materials shall be referred to herein as "Project Content."

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Conduct periodic Technical Points of Contact reviews to monitor schedule, technical, and operational issues.
2. Support the Project and the development of Project Content by working with Partner to identify and provide publicly available information and imagery on NASA technology and missions related to Artemis and consult with Partner on technical accuracy and accurate treatment of NASA-related subject matter. Facilitate periodic informational exchanges between NASA and Partner to provide opportunities for Partner to interview NASA experts subject to their availability and in accordance with standard NASA processes. Partner acknowledges and

agrees that using the audio recording, video clip or photographic image of any person for commercial purposes may infringe that person's right of privacy or publicity. Accordingly, Partner shall obtain a release, in a form mutually acceptable to the Parties, from all identifiable persons who appear in an audio recording, video clip or photographic image used in the Project Content or promotions for the Project Content. NASA will assist in identifying the individual. Partner acknowledges and agrees that it bears the responsibility to obtain any necessary permission or release from said individual. Partner recognizes that NASA does not permit likenesses of current employees to be used to endorse or promote commercial products including the Project.

3. Review final Project and Project Content designs, storyboards, educational content, promotional materials, and any other content produced by Partner that utilize the NASA Materials or Project Materials for technical accuracy at a point when changes can still be made in order to facilitate accuracy and fidelity to NASA missions and content, and to ensure compliance with this Agreement.

4. Provide opportunities for access to NASA facilities and personnel in connection with creation of Project Content. Access requests to these activities must be coordinated with reasonable lead-time to allow proper clearances for access and subject to standard NASA policies and procedures.

5. Conduct, at Partner's expense, the flight certification of Project Hardware and the integration of Project Hardware into Artemis Equipment under a separate reimbursable Space Act Agreement, and on a noninterference basis if and when mission requirements permit. NASA will furnish Partner with NASA's requirements regarding safety, integration and operations (ground and flight).

6. Provide interfaces for power and data with Artemis equipment on a noninterference basis if and when mission requirements permit, in NASA's discretion.

7. Upmass and downmass Project Hardware on Artemis Equipment as outlined herein on a noninterference basis if and when mission requirements permit, in NASA's discretion. The flight of the Project Hardware under this Agreement by NASA is at no charge to Partner.

8. Allocate uplink and downlink bandwidth to accommodate transfer of Project Materials and transmission of Project Hardware instructions during flight phases on a non-interference basis if and when mission requirements permit, in NASA's discretion. Release of such Project Materials to Partner and the public both during flight and after will be subject to standard NASA review procedures and possible withholding requirements, which will include considerations of images or details of international hardware and participants which may appear in such Project Materials. In the event transfer of Project Materials is not feasible during flight, copies of all collected Project Materials will be provided to Partner at the conclusion of the flight.

9. Allocation of crew time to perform activities in connection with the Project Hardware and collection of Project Materials on a non-interference basis if and when mission requirements permit, in NASA's discretion.

**B. Partner will use reasonable efforts to:**

1. Conduct periodic Technical Points of Contact reviews to monitor schedule, technical, and operational issues.
2. Execute the Project, including the design, development and distribution of Artemis-themed Project Content to the public. The principle theme of the Project Content will be the Artemis program and the experience of exploring the Moon in preparation for exploring Mars. Artistic control of the Project Content shall rest with Partner. However, there will be periodic production reviews between Partner and NASA at NASA Headquarters or other mutually agreed locations so that NASA may have input concerning the Project's overall direction, progress, and general themes, and to assist in assuring the Project's factual accuracy.
2. Permit NASA to review and provide feedback on Project and Project Content designs, storyboards, educational content, promotional materials, and any other content produced by Partner which utilize the NASA Materials or Project Materials for technical accuracy. Review will be at a point when changes can still be made in order to facilitate accuracy and fidelity to NASA missions and content, and ensure compliance with this Agreement.
3. Work with NASA to incorporate the Project Hardware in the Artemis Equipment. Comply with NASA requirements for flight certification and integration of Project Hardware, which certification and integration will be provided by NASA at Partner's expense, which expenses will be reimbursed to NASA under a separate reimbursable Space Act Agreement in NASA's standard form. Provide or support the following as needed or as they arise in connection with the Project and the Project Hardware:
  - a. Participate with NASA in the modification and implementation of the required flight documentation which details technical performance requirements, design and development plans including verification of safety, reliability and interface requirements developed regarding the Project Hardware.
  - b. Provide content development support in the Artemis mission increment planning stages, working closely with NASA Headquarters Office of Communications, NASA Artemis program representatives, Artemis increment mission planners and flight crew to identify appropriate activities to be documented for the Project Materials, and timelines for accomplishing such activities.
  - c. Act as subject matter expert and provide instruction and training of designated crews and their trainers in the procedures and operation of Project Hardware equipment and malfunctions in classroom facilities or other venues as designated by NASA.
  - d. Collaborate with training personnel, flight procedure writers and flight team on the development of flight procedures and in-flight maintenance procedures in connection with Project Hardware and collection of Project Materials.
  - e. Provide all goods, services and documentation, including Project Hardware, required for flight and ground training on Project Materials collection.
  - f. Provide real-time technical assistance through the Artemis program team to flight control teams for inflight anomaly resolution and in re-scheduling opportunities to acquire inflight footage should planned opportunities be missed.

5. Identify to NASA in advance requests to interview NASA personnel or to access NASA facilities in connection with the Project. Access requests to these activities must be coordinated with reasonable lead time to allow proper clearances for access and subject to standard NASA policies and procedures.
6. Make a percentage of the Project Content publicly available at no cost via online or other mechanisms for the duration of this Agreement.
7. Include the following wording in the end titles or credits incorporated into the Project Content: "Produced in cooperation with the National Aeronautics and Space Administration."
8. Provide metrics related to Project activities for use in internal NASA analytics about NASA outreach and STEM engagement partnerships.
9. Partner will be required to make whatever arrangements are legally required with NASA or NASA's related entities for any releases or other information required in order to secure permission to publish images of any individuals or any proprietary hardware that is on the Artemis II mission.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Agreement defined in the "Responsibilities" Article are as follows:

Initial informational exchange meeting between NASA and Partner. Within 14 days of signature.

Partner will provide NASA with timeline of planned Project activities. Within 21 days of signature.

Project status and informational exchange meetings. As agreed upon by Partners.

Project activities finalized. As agreed upon by Partners.

Partner provides NASA with metrics related to Project Activities. As initially agreed upon by Partners and annually thereafter.

#### ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

#### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

#### ARTICLE 8. LIABILITY AND RISK OF LOSS

A. The objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space. The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

B. For purposes of this Article:

1. The term "Damage" means:

- a. Bodily injury to, or other impairment of health of, or death of, any person;
- b. Damage to, loss of, or loss of use of any property;
- c. Loss of revenue or profits; or
- d. Other direct, indirect, or consequential Damage.

2. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads, persons, or both.

3. The term "Payload" means all property to be flown or used on or in a Launch Vehicle.

4. The term "Protected Space Operations" means all Launch Vehicle or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an agreement for launch services. Protected Space Operations begins at the signature of this Agreement and ends when all activities done in implementation of this Agreement are completed. It includes, but is not limited to:

- a. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and

- b. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

“Protected Space Operations” excludes activities on Earth that are conducted on return from space to develop further a Payload’s product or process for use other than for the activities within the scope of an agreement for launch services.

5. The term “Related Entity” means:

- a. A contractor or subcontractor of a Party at any tier;
- b. A user or customer of a Party at any tier; or
- c. A contractor or subcontractor of a user or customer of a Party at any tier.

The terms “contractor” and “subcontractor” include suppliers of any kind.

The term “Related Entity” may also apply to a State, or an agency or institution of a State, having the same relationship to a Party as described in paragraphs B.5.a. through B.5.c. of this Article, or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph B.4. above.

6. The term “Transfer Vehicle” means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

#### C. Cross-waiver of liability:

1. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs C.1.a. through C.1.d. of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- a. The other Party;
- b. A party to another NASA agreement that includes flight on the same Launch Vehicle;
- c. A Related Entity of any entity identified in paragraphs C.1.a. or C.1.b. of this Article; or
- d. The employees of any of the entities identified in paragraphs C.1.a. through C.1.c. of this Article.

2. In addition, each Party shall extend the cross-waiver of liability, as set forth in paragraph C.1. of this Article, to its own Related Entities by requiring them, by contract or otherwise, to:

- a. Waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.d. of this Article; and
- b. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.d. of this Article.

3. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

4. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

- a. Claims between a Party and its own Related Entity or between its own Related Entities;
- b. Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- c. Claims for Damage caused by willful misconduct;
- d. Intellectual property claims;
- e. Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph C.2. of this Article; or
- f. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

5. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

D. To the extent that activities under this Agreement are not within the definition of "Protected Space Operations," defined above, the following unilateral waiver of claims applies to activities under this Agreement.

1. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under

this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

#### ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

#### ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

##### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or
  - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.



8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive notice:

**Proprietary Data Notice**

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "**Proprietary Data – Use and Disclose Only Under the Notice on the Title or Cover Page.**"

**B. Data First Produced by Partner Under this Agreement**

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

**C. Data First Produced by NASA Under this Agreement**

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark the Data with a restrictive notice and will use reasonable efforts to protect it for one (1) year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

**D. Publication of Results**

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

**E. Data Disclosing an Invention**

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the

Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

#### F. Copyright

(1) Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.

2. Data without the indication of 1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

(2) In the event copyright arises in any Project Materials, NASA shall own the copyright in all such Project Materials, including all sound recordings made contemporaneously with Project Materials. Partner hereby agrees to assign and hereby does assign any copyrightable interest in the Project Materials, including sound recordings, ("Copyrighted Work") to NASA and agrees to obtain the assignment of any copyrightable interest of Partner's employees, contractors or subcontractors, in such Copyrighted Work to NASA. An assignment of copyright in the Project Materials, and sound recording, shall be provided to NASA after return to Earth of the final Project Materials.

(3) Partner shall affix an appropriate notice, as prescribed by 17 U.S.C. § 401, to all Project Materials and sound recordings first produced in the performance of this Agreement, identifying that to the extent copyright arises in the material, the National Aeronautics and Space Administration is the copyright owner.

(4) With respect to the Copyrighted Work, NASA grants to Partner a paid-up, nonexclusive, irrevocable, worldwide license, in perpetuity, subject to subsections (5) and (6) of this Article:

(i) to reproduce the Copyrighted Work in copies;

(ii) to prepare and to create the following derivative works based upon the Copyrighted Work, including but not limited to:

(A) the Project Content and all types of derivative works based thereon;

(B) foreign language versions of the Project Content (including without limitation any dubbed or subtitled foreign language versions or censor edits/cuts of the Project Content);

(C) all other visual, or audio-visual products including, but not limited to, digitized applications of the Copyrighted Work for use in connection with on-line computer systems or other computer software applications and educational material.

(iii) to distribute copies of the Copyrighted Work to the public by sale or other transfer of ownership, or by rental, license lease, or lending;

(iv) to perform, or to allow third parties to perform the Copyrighted Work and the derivative works publicly;

(v) to display, or to allow third parties to display individual images from the Copyrighted

Work and the publicly;

(vi) to reproduce all or part of the Copyrighted Work to market and promote all of the above in all media, known and unknown and forms, and in all languages, throughout the universe; and,

(vii) to assign or to license, all or part, of the Copyrighted Work, including, without limitation any clips, footage, or in-takes, (with or without audio), from the Project Content or other derivative works (collectively, "Clips") to any third party in Partner's sole discretion.

Partner shall own, exclusively and in perpetuity, all right, title and interest, in the Project Content (at all stages of development, production and completion), and in any and all derivative works, and the entire copyright to all extensions and renewals thereof and all neighboring rights, trademarks and any and all other ownership and exploitation rights in the Project Content and in any and all derivative works, now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, licensing, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, the right to produce sequels thereto and remakes thereof and all other types of derivative works based thereon, and, all Clip licensing rights, music and music publishing rights, soundtrack album and other soundtrack exploitation rights, merchandising rights, publishing rights, radio rights, stage rights and promotional and advertising rights and the right to exploit the Project Content and derivative works throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. For clarity, Partner shall have the right to license and/or assign, all or part of, any of its rights in and into the Project Content and in any and all derivative works to any third party in Partner's sole discretion.

Notwithstanding anything to the contrary set forth herein, Partner shall not have the right to separately exploit or claim ownership of the Copyrighted Work, except as the Copyrighted Work appears or is utilized in the Project Content.

(5) Without the prior written consent of Partner, which Partner may withhold in its absolute discretion, and except as otherwise required by law, NASA agrees, for a period starting from the first collection of Project Materials and continuing until one (1) year thereafter;

(i) to restrict use of Project Materials by NASA to non-theatrical, broadcast, online, social media, or lesser media use;

(ii) not to grant a license or not to authorize any third party to use, on a per production basis, more than thirty (30) minutes of the Project Materials in any commercial production intended to directly compete with the Project Content, which would not include news media.

(6) All copies of the Copyrighted Work released by NASA during the one (1) year restricted period set forth in subsection (5) above shall include a written notice to recipients setting forth the limitations on format. It will further indicate that NASA owns the copyright to this material and that it will take appropriate measures to protect the copyright consistent with the notice. NASA, however, will not place any such notice on video released by means of satellite transmission, which is intended for use by the news media.

(7) In the event copyright arises in any material produced by or resulting from any non-Project Hardware flown on Orion spacecraft, NASA shall own copyright in all such material. Any such material may be used and distributed by NASA in its discretion.

(8) Partner shall retain all copyright in film or digital footage taken by Partner of any and all ground activities related to the Project Content and in any copyrightable enhancements made to existing computer-generated or satellite imagery used in the Project Content.

(9) Partner, on behalf of itself and its employees, hereby disclaims all warranties of any kind, including but not limited to merchantability and/or fitness for a particular purpose, but excluding non-infringement of U.S. copyrights with respect to the Project Materials produced under this Agreement.

#### G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

#### H. Handling of Background, Third Party and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):

- a. Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);
- b. Proprietary Data of third parties that the Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
- c. U.S. Government Data, including software and related Data, the Disclosing Party intends to control (referred to as Controlled Government Data).

2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

- a. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate document.
- b. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate document.
- c. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate document.
- d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs.

4. For such Data with a restrictive notice pursuant to H.2., Receiving Party shall:
- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
  - b. Safeguard such Data from unauthorized use and disclosure;
  - c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
  - d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
  - e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
  - f. Dispose of such Data as Disclosing Party directs.

I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

- 1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
- 2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS –  
INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

## ARTICLE 12. USE OF NASA NAME AND NASA EMBLEMS

### A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

## ARTICLE 13. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

## ARTICLE 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such

research, information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 15. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 16. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

#### ARTICLE 17. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the Effective Date, whichever comes first.

#### ARTICLE 18. RIGHT TO TERMINATE

1. NASA's commitment under this Agreement to make available government property and services required by Partner may be terminated by NASA, in whole or in part, (a) upon a declaration of war by the Congress of the United States, or (b) upon a declaration of a national emergency by the President of the United States, or (c) upon Partner's uncured failure to meet its material obligations under the Agreement, or (d) upon a NASA determination, in writing, that NASA is required to terminate such services for reasons beyond its control. For purposes of this article, reasons beyond NASA's control are reasons which make impractical or impossible NASA's or its contractors' or subcontractors' performance of this Agreement. Such reasons include, but are not limited to, acts of God or of the public enemy, acts of the U.S. Government other than NASA, in either its sovereign or contractual capacity (to include failure of Congress to appropriate sufficient funding), fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Prior to NASA exercising its right to terminate for subclause (c) above, Partner shall be given notice of a material breach hereunder (if such default is curable) and accorded five (5) business days to cure such default.

2. In the event of termination for reasons given above, NASA will seek to provide reasonable advance notice and will seek to mitigate the effect of such termination, if possible, and will enter into discussions with Partner for that purpose.

3. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by Partner, its contractors, subcontractors, or customers as a result of the termination by NASA pursuant to this Article.

4. Partner shall have the right to terminate, in whole or in part, this Agreement at any time by giving written notification to NASA of such intent.

5. In the event of a termination under paragraph 4:

(a) NASA shall have the right to acquire from Partner, through purchase, lease, or other arrangement, at NASA's discretion and at prevailing market values, any hardware (including special purpose support equipment) or software produced or obtained by Partner for purposes of activities under this Agreement, which NASA may use for any purpose.



(b) Any periods of exclusivity specified herein are made inapplicable from the date of termination, and NASA shall have full right to license any copyright assigned or required to be assigned to NASA under this Agreement, except that Partner shall be granted a non-exclusive, irrevocable, worldwide license, in perpetuity, to the Copyrighted Work (if any).

(c) If the effective date of termination occurs within 120 days of the Project Hardware launch, NASA may, at its option:

(i) carry or arrange for the Project Hardware to be carried as ballast onboard the Artemis Equipment without the performance of operations necessary to achieve Partner's objectives for such launch;

(ii) remove the Project Hardware from the Artemis Equipment and return such Project Hardware to Partner in its then present condition; or

(iii) perform any operations NASA deems necessary to acquire footage to make available to the public.

6. This Article is not intended to limit or govern the right of NASA or Partner in accordance with law, to terminate its performance under this Agreement, in whole or in part, for Partner's or NASA's breach of a provision in this Agreement.

7. Nothing contained in this Agreement shall obligate Partner to use, exercise or exploit any of the rights granted herein.

#### ARTICLE 19. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

#### ARTICLE 20. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

##### **Management Points of Contact**

Bert Ulrich, NASA Office of Communications Partnerships

Barbara Zelon, Artemis Program Communications and Partnerships Manager

Kaitlyn Mullin, National Geographic

##### **Technical Points of Contact**

Rodney Grubbs, Artemis Technical Liaison

Gary Cox, Artemis Technical Liaison

Kaitlyn Mullin, National Geographic

## ARTICLE 21. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement for purposes of the activities undertaken in the Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

## ARTICLE 22. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

## ARTICLE 23. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

## ARTICLE 24. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

## ARTICLE 25. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

## ARTICLE 26. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

## ARTICLE 27. SPECIAL CONSIDERATIONS

### 1. RIGHTS OF NASA TO DELAY AN AGREED UPON LAUNCH

NASA shall have the right to change the launch date of the Artemis Equipment which includes the Project Hardware. NASA shall exercise this right in a reasonable manner and with reasonably prompt notification to Partner.

### 2. SAFETY AND RELIABILITY REQUIREMENTS

(a) Safety: The Project Hardware will comply with all relevant safety requirements promulgated by NASA.

(b) Reliability: Partner and NASA agree to apply their best efforts to assure that all equipment, hardware and software will function reliably for its intended purposes and use, provided, however, that Partner and NASA respectively disclaim any warranties or representations to the other with respect to such equipment, hardware and software.

### 3. RIGHTS TO DEFER OR CANCEL A PAYLOAD OPERATION

NASA shall have the right to defer or cancel all or a portion of the planned Project Hardware operations if, in NASA's judgment, the start or continuation of such operations would adversely affect the safety or overall planned objectives of a launch, on-orbit, cis-lunar, or other mission, operations. If NASA agrees, Project Hardware operations may be rescheduled for a time later in the mission or a future mission. NASA will consult with Partner to the extent practicable in making such decisions.

## ARTICLE 28. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

Partner:

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION

National Geographic Partners LLC


DocuSigned by:  
  
77EE6CC60BEF4F3...

By: \_\_\_\_\_

Name: Whitney Johnson

Title: Vice President of Visuals and Immersive

Date: 09-02-2021

By:   
Name: Kathryn Lueders  
Title: Space Operations AA  
Date: 9/23/2021

## Schedule A

### Description of Project

National Geographic Partners will use the media captured during the Artemis missions to create an exciting, multi-platform story-telling campaign helping to bring the successes of the Artemis program to our global audience. To that end we will create a documentary television series, an immersive Augmented Reality experience, publish in the National Geographic Magazine and books, and track the progress of the missions in real-time for our audience across National Geographic's social platforms, including Instagram, which have a combined 513 million followers.

To capture the assets necessary to create a compelling campaign, we seek to send three different types of hardware with Artemis II to capture imagery and audio throughout the mission:

- (1) A GoPro Max, a lightweight, high-resolution monoscopic 360° camera
- (2) A Sennheiser Ambeo VR Mic and Zoom F8n Field Recorder, a microphone array to capture ambient spatial audio
- (3) 5 Ricoh GR III cameras

Nothing in this Schedule A shall amend the terms of the Agreement, and in the event of any conflict between the terms of this Schedule A and the remainder of the Agreement, the terms of the Agreement shall govern.

## Schedule B

### Description of Project Hardware

National Geographic proposes sending three types of hardware with the Artemis II mission:

(1) A GoPro Max, a high-resolution monoscopic 360° camera. This commercial off-the-shelf camera is lightweight, highly compact, and user-friendly (including an onboard screen to aid in composition and setting adjustments) and also captures high-quality 5K monoscopic 360° content.

(2) A Sennheiser Ambeo VR Mic and Zoom F8n Field Recorder, a microphone array to capture ambient spatial audio. The Sennheiser Ambeo VR Mic is an off-the-shelf tetrahedral microphone designed to capture ambient spatial audio for immersive 360° experiences. The Zoom F8n Field Recorder is a cinema-quality, off-the-shelf field recorder designed to capture and mix high-quality audio and is compatible with the Sennheiser Ambeo VR Mic.

(3) 5 Ricoh GR III cameras. The Ricoh GR III is a compact and lightweight off-the-shelf camera that can be operated with one hand.

Nothing in this Schedule B shall amend the terms of the Agreement, and in the event of any conflict between the terms of this Schedule B and the remainder of the Agreement, the terms of the Agreement shall govern.

## Schedule C

### Description of Artemis Equipment

All proposed hardware requires human setup and operation and National Geographic proposes that it be stored in a location readily accessible to the Artemis II crew for use or with other image and media capture hardware if possible for the duration of the mission.

Nothing in this Schedule C shall amend the terms of the Agreement, and in the event of any conflict between the terms of this Schedule C and the remainder of the Agreement, the terms of the Agreement shall govern.